



was an employer engaged in an industry affecting commerce as defined in the LMRA, 29 U.S.C. § 142, *et seq.*

4. The Plaintiff USW is a labor organization with members employed in Glen Dale, West Virginia, and other places throughout West Virginia.
5. The Plaintiff USW Local 152M is a labor organization with members employed in Glen Dale, West Virginia.
6. This Court therefore has jurisdiction over the parties and venue in this Court is appropriate.

### **FACTS**

7. The Union is the collective bargaining representative of a bargaining unit of certain employees of the Company at its facility in Glen Dale, West Virginia.
8. The Union and the Company are parties to a Memorandum of Agreement (“MOA”). The MOA is effective September 21, 2020, through August 31, 2023. A true and correct copy of the MOA is attached hereto as Exhibit A.
9. The MOA sets minimum staffing requirements for the Company’s performance of Quality Auditor work (“QA work”).
10. The MOA requires the Company to utilize two bargaining unit employees in the Operator 2 classification on shifts when the Company is using 15 or more lines.
11. The MOA requires the Company to utilize one bargaining unit employee on all other shifts.
12. The Company has, on various dates on and after September 21, 2020, failed to utilize the numbers of bargaining unit employees required under the MOA to perform QA work.

13. The Company has, therefore, on various dates failed to comply with the MOA.
14. Bargaining unit employees were deprived of the opportunity to perform the QA work as a result of the Company's failure to comply with the MOA.
15. As a result, bargaining unit employees have suffered damages, including lost wages, lost overtime, lost double time, lost pension contributions, lost shift differential, and other monetary losses.

**COUNT I: BREACH OF CONTRACT**

**(pursuant to 29 U.S.C. § 185(a))**

16. The Union repeats, re-alleges and incorporates Paragraphs 1 through 15 of this Complaint as if set forth fully herein.
17. The Company's actions constituted a breach of the MOA.
18. Bargaining unit employees are entitled to be made whole for all damages they have suffered as a result of the Company's violation of the MOA.

WHEREFORE, the Union respectfully requests that the Court order that the Company make bargaining unit employees whole for all damages suffered as a result of the Company's violation of the CBA and issue such other relief as this Court may determine is just and proper.

Respectfully Submitted,

UNITED STEEL, PAPER AND  
FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKER  
INTERNATIONAL UNION, AFL-CIO-  
CLC LOCAL UNION 152M, and

UNITED STEEL, PAPER AND  
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